

Document #5379

1/16/91

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ADOPTED

January 16, 1991

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: KANE SIMONIAN, EXECUTIVE DIRECTOR

SUBJECT: EXECUTION OF RESTRICTIVE ENDORSEMENT TO
LIABILITY INSURANCE POLICY

Attached hereto are two forms required by the Mount Vernon Fire Insurance Company, carriers for the Authority's public liability and property damage insurance.

As a condition to the renewal of the policies, the Mount Vernon Fire Insurance Company has requested that the Authority adopt an Absolute Pollution Exclusion Statement.

It is recommended that the Director be authorized to execute the Absolute Pollution Exclusion Statement.

An appropriate vote follows.

VOTED: That the Director be authorized to execute
Endorsement L267 entitled "Absolute Pollution
Exclusion".

2 Attachments

ENDORSEMENT

, forms a part of

This endorsement, effective 12:01 a. M. 6/27/90
GLA 136757 issued to Boston Redevelopment Authority
policy No. (renewal of)
by Mount Vernon Fire Insurance Co.

ABSOLUTE POLLUTION EXCLUSION

Notwithstanding the terms and conditions of this policy which are or may be to the contrary, it is agreed that this insurance does not apply:

1. to Bodily Injury, Personal Injury or Property Damage,
2. to Damages for the Devaluation of Property or for the Taking, Use or Acquisition or Interference with the Rights of Others in Property or Air Space,
3. to any Loss, Cost or Expense, including but not limited to Fines and Penalties, arising out of any governmental direction or request, or any private party or citizen action, that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants,
4. to any Litigation or Administrative Procedure in which the insured may be involved as a party;

arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, aquifer or ground water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned or reclaimed.

This exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

All other terms and provisions of this policy shall remain unchanged.

Accepted by: _____
signature of insured

Date: _____

ENDORSEMENT

, forms a part of

This endorsement, effective 12:01 a. M. 6/27/89
GLA 136757 issued to Boston Redevelopment Authority
policy No. J. BARRY DRISCOLL
INSURANCE AGENCY

by Mount Vernon Fire Insurance Co.

AUG 29 1989

ABSOLUTE POLLUTION EXCLUSION JAY DRISCOLL

Notwithstanding the terms and conditions of this policy which are or may be to the contrary, it is agreed that this insurance does not apply:

1. to Bodily Injury, Personal Injury or Property Damage,
2. to Damages for the Devaluation of Property or for the Taking, Use or Acquisition or Interference with the Rights of Others in Property or Air Space,
3. to any Loss, Cost or Expense, including but not limited to Fines and Penalties, arising out of any governmental direction or request, or any private party or citizen action, that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants,
4. to any Litigation or Administrative Procedure in which the insured may be involved as a party;

arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, aquifer or ground water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals or materials and waste. Waste includes, in addition to materials to be disposed of, materials to be recycled, reconditioned or reclaimed.

This exclusion is intended to exclude from the coverage provided by this policy of insurance all liability and expense arising out of or related to any form of pollution, whether or not such pollution is intentionally caused and whether or not the resulting injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

All other terms and provisions of this policy shall remain unchanged.

Accepted by: _____
signature of insured

Date: _____